

B 210A (Form 210A) (12/09)

## UNITED STATES BANKRUPTCY COURT

In re LEHMAN BROTHERS HOLDINGS INC.

Case No. 08-13555 (JMP)

### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name and Address of Transferee:

Raiffeisenbank NÖ-Süd Alpin reg.Gen.m.b.H.  
Bahnstraße 3  
2870 Aspang  
Austria

Name and Address of Transferor:

Heidemarie Pilat  
Markt 86  
2880 Kirchberg  
Austria

Name and Address where notices to transferee  
should be sent:

Alston & Bird LLP  
Attn: Karl Geercken  
90 Park Avenue  
New York, New York 10016  
mnwbank-lehman@alston.com

Court Claim # (if known): 55455  
Amount of Claim: USD 21,465.00  
Date Claim Filed: 10/29/2009

Phone: \_\_\_\_\_  
Last Four Digits of Acct #: \_\_\_\_\_

Phone: \_\_\_\_\_  
Last Four Digits of Acct. #: \_\_\_\_\_

Name and Address where transferee payments  
should be sent (if different from above):

Phone: \_\_\_\_\_  
Last Four Digits of Acct #: \_\_\_\_\_

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:  Alpin  
Transferee/Transferee's Agent

Date: 24. 01. 2011

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
RELATING TO LEHMAN PROGRAM SECURITIES

TO: THE DEBTORS. AND THE BANKRUPTCY COURT

1. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, **Heidemarie Pilat, Markt 86, A-2880 Kirchberg am Wechsel, Austria ("Seller")**, has unconditionally and irrevocably sold, transferred and assigned to **Raiffeisenbank NÖ-Süd Alpin reg. Gen.m.H., Bahnstraße 3, A-2870 Aspang, Austria** (the "**Purchaser**"), all of Seller's right, title and interest with regard to the Lehman Program Securities with the nominal value of EUR 15.000,00 plus interest in an amount that is presently undetermined and bearing the ISIN XS0243354619, (the "**Purchased Claim**"), including, without limitation (a) the Purchased Claim itself; and (b) any and all rights to receive cash, securities or other property, which may be paid or distributed with respect to the Purchased Claim, whether under a Chapter 11 plan, or otherwise.

2. Seller hereby waives any objection to the transfer of the Purchased Claim to Purchaser on the books and records of the Debtors and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or, applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including without limitation, for voting and distribution purposes with respect to the Purchased Claim. Purchaser agrees to file a notice of transfer with the Bankruptcy Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Purchaser the Purchased Claim and recognizing Purchaser as the sole owner and holder of the Purchased Claim and directing that all payments or distributions of money or property in respect of the Purchased Claim be delivered or made to Purchaser.

3. Each of Seller and Purchaser agrees (a) to execute and deliver, or cause to be executed and delivered, all such other and farther agreements, documents and instruments and (b) to take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Evidence of Transfer.

IN WITNESS HEREOF, this Evidence of Transfer of Claim Relating to Lehman Program Securities is executed on this \_\_\_ day of December, 2010.

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| Heidemarie Pilat<br>By: <u>Heidemarie Pilat</u><br>Name: Heidemarie Pilat<br>Markt 86, A-2880 Kirchberg/Wechsel, Austria | Raiffeisenbank NÖ-Süd Alpin reg. Gen.m.H.<br>By: <u>Dir. Adolf Kowar</u> e_____<br>Name: Dir. Adolf Kowar<br>Dir. Johann Sperhansl<br>Bahnstraße 3, A-2870 Aspang, Austria |
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